


forderungen

		<b>Finanz- und Rechnungswesen</b>	
von:	Seidel	Datum:	12.06.2009
an:	Herrn Winkelmann		

Zusammenfassung der Forderungen GM

1.) *Tooling*  
Werkzeugrechnung vom 10.03.2009  
Contract Nr. 1LF 10-001 Rg.-Nr. 500034 258.335,00 €

2.) *Tooling*  
Werkzeugrechnung vom 9.06.2009  
Contract Nr. 1LF 10-007 Rg.-Nr. 60009 (Vertragsauflösung) 290.360,00 €

3.) *Product deliveries*  
Forderungen aus Entnahmen Lager CEVA,  
alte Zahlungsbedingung, zum 2. des 2. Monats 282.830,70 €

4.) *Product deliveries*  
Forderungen aus Entnahmen Lager CEVA,  
neue Zahlungsbedingung, Netto sofort 720.331,52 €

Summe der Forderungen: 1.551.857,22 €

5.) *Products in Warehouse Belville USA*  
Im Lager CEVA liegende Warenbestände (Ende 23. KW 09) 659.302,22 €

Summe: 2.211.159,44 €

6.) *Products in stock at supplier not taken off*  
in Legnica vorhandene Warenbestände 754.498,08 €

**Finanz- und Rechnungswesen**

von: Seidel

Datum: 12.06.2009

an: Herrn Winkelmann

**Zusammenfassung der Forderungen GM**

1.)

Werkzeugrechnung vom 10.03.2009

Contract Nr. 1LF 10-001 Rg.-Nr. 500034

258.335,00 €

2.)

Werkzeugrechnung vom 9.06.2009

Contract Nr. 1LF 10-007 Rg.-Nr. 60009 (Vertragsauflösung)

290.360,00 €

3.)

Forderungen aus Entnahmen Lager CEVA,  
alte Zahlungsbedingung, zum 2. des 2. Monats

282.830,70 €

4.)

Forderungen aus Entnahmen Lager CEVA,  
neue Zahlungsbedingung, Netto sofort720.331,52 €

Summe der Forderungen: 1.551.857,22 €

5.)

Im Lager CEVA liegende Warenbestände (Ende 23. KW 09)

659.302,22 €

Summe: 2.211.159,44 €

6.)

in Legnica vorhandene Warenbestände

754.498,08 €

Nr: 1

**Winkelmann**

ING Bank Śląski S.A. Katowice O/ Legnica  
Nr konta dewizowego: 49105015751000002206746335  
Nr konta PLN: 9210501575100000220674634  
NIP: PL 6911994669, REGON: 012765041  
Nr KRS 0000102032 Sąd Rejonowy dla Wrocławia Fabrycznej we Wrocławiu  
Zarząd: Heinrich Winkelmann

Sprzedawca:  
WINKELMANN Sp. z o.o., ul. Jaworzyńska 277, 59-220 LEGNICA  
tel. 076 850-88-80 fax. 076 850-88-34

Nabywca:  
General Motors Corp.  
Manual PO Support Workgroup  
PO Box 63 070  
Phoenix, AZ 85082-3070

ORYGINAŁ/KOPIA

Data wystawienia: 10-3-2009  
Data sprzedaży: 10-3-2009

Faktura VAT 500034

POZ Pos. Nr	INDEKS TOWARU Art..Nr	ILOŚĆ szt. Stck.	NAZWA	CENA NETTO (EUR)	WARTOŚĆ NETTO (EUR)	PODATEK		WARTOŚĆ BRUTTO (EUR)	
						STAWKA %	KWOTA (EUR)		
			Contract Nr. 1 LF 10-001 Copies Contract Nr. 1 LF 10-001 GPSC Supplier Quality GP-9 Run at Rate Attachment A Run at Rate Summary PPAP Worksheet (GM1411)						
	12606620		Toolingcost						
1.		1	Wykrawarka do koła GEN 4 A424/743	97 511,56	97 511,56	22	21 452,64	118 964,10	
2.		1	sprawdzian do koła GEN 4 A800/957	25 902,34	25 902,34	22	5 698,51	31 600,85	
3.		2	Trzpienie mocujące w wyważarce A800/781,782	1 380,88	2 761,76	22	607,59	3 369,35	
4.		2	Trzpienie mocujące w wyważarce A800/859,860	1 380,88	2 761,76	22	607,59	3 369,35	
5.		2	Uchwyt magnetyczny do VAD 450 A410/679,680	2 891,49	5 782,97	22	1 272,25	7 055,22	
6.		1	Urządzenie wykrawające A424/750	15 576,14	15 576,14	22	3 426,75	19 002,89	
7.		1	Stempel A421/672	314,82	314,82	22	69,26	384,08	
8.		1	Narzędzie do prasy A800/1085	3 508,65	3 508,65	22	771,90	4 280,55	
9.		1	Narzędzie do wykrawania A424/785	57 630,00	57 630,00	22	12 678,60	70 308,60	
* Podatek VAT rozlicza nabywca				RAZEM	211 760,09	x	46 886,00	258 646,09	
				W TYM	-	-	zw.	0,00	-
					-	-	0	0,00	-
					-	-	7	0,00	-
					211 760,00	22,00	46 886,00	258 646,00	
					-	-	NP	0,00	-

Do zapłaty PLN słownie:  
dwa\*sześć\*trzy\*pieć\*dwa\* PLN 0/100 GR

\* Podatek VAT rozlicza nabywca

Do zapłaty PLN słownie:  
dwa\*sześć\*trzy\*pięć\*dwa\* PLN 0/100 GR

Termin płatności:  
second day of the second month following

VAT W PLN x x 220 188,66 x

Podpis osoby uprawnionej  
do otrzymania faktury

Podpis osoby uprawnionej  
do wystawienia faktury

kurs NBP z dnia 09.03.2009  
4,7286

WINKELMANN Sp. z o.o.  
59-220 Legnica, ul. Jaworzyńska 277  
tel. +48 76/ 850-88-00, fax +48 76/ 850-88-50  
NIP 691 19-94-869, Regon 012765041  
(4)

Contract Header Page: 1 of 1

## CONTRACT HEADER



*General Motors Corporation*

### SUPPLIER NAME AND ADDRESS INFORMATION:

DUNS Number: 00386091606  
WINKELMANN SP ZOO  
UL JAWORZYNSKA 277  
59-220 LEGNICA  
POLAND

Mailing Address Information:  
UL JAWORZYNSKA 277  
59-220 LEGNICA  
POLAND

Contract Header Number:

1LF10

This contract sets forth the exclusive terms and conditions under which seller shall sell and buyer shall purchase the goods or services described in the line item detail of this contract for the period(s) specified therein. Terms and conditions proposed by seller which are different from or in addition to the provisions of this contract are unacceptable to buyer, are expressly rejected by buyer, and shall not become a part of this contract. Any modification of this contract shall be made only in accordance with the provisions of paragraph 31 of the contract terms and conditions.

Contract Line Item Page: 1 of 2

Issue Date: 15-Dec-2006

Standard Spot Buy Contract Number: 1LF10001

Amendment Number: 000

Part Number: 000000012606620



## LINE ITEM DETAIL for TOOLING CONTRACT

General Motors Corporation

This Line Item is effective from 13-Dec-2006 through 13-Dec-2009

Part Description: PLATE ASM-ATRS FLEX

Amendment Reason: Contracting New Parts

Manufacturing DUNS Number:  
00368091606

Supplier Name and Manufacturing Address:  
WINKELMANN SP ZOO  
UL JAWORZYNSKA 277  
59-220 LEGNICA  
POLAND

**Buyer Name:**

Rodarte, Antero

Buyer Code: M33

Phone: +52 555901 3774

Fax: +52 555901 3571

Tooling Capacity: 1,050

Tooling Capacity Hours: 24

Hazardous Material Indicator: N

**Line Item Notes:**

=====

This contract replaces 1LF10-000 due WO CCXBFC

Purchase order issued to cover the cost of special permanent tools, dies, patterns, and/or molds necessary to produce part number, part description, as follows:

New P/N: 12606620

Capacity (pcs/hr): 1,050,000/24

Price Type : Bulk

Supplier Contact: Helge Himmeröder

Supplier Memo Dated: 2/21/2006

Physical Location of Tooling (city & state): Legnica, Poland

Detailed Tooling Breakdown:

Tooling Cost Tooling Description

\$ 23,000.00 Stamping (flexplate)

\$ 8,625.00 Machining

\$ 17,700.00 Forming

Contract Line Item Page: 2 of 2

Issue Date: 15-Dec-2008

Standard Spot Buy Contract Number: 1LF10001

Amendment Number: 000

Part Number: 000000012606620

\$ 8,825.00-----Machining  
\$ 34,500.00-----Stamping  
\$ 17,700.00-----Forming  
\$ 17,700.00-----Machining  
\$ 17,700.00-----Heat treatment  
\$ 39,000.00-----Stamping (holes)  
\$ 11,500.00-----Balance  
\$ 15,700.00-----Final checking fixtures

-----  
\$211,750.00-----Total Tooling Cost  
-----

Total Tooling Cost/Currency: \$211,750.00 EUR

Supplier is Required to Mark all General Motors Tools with the GM  
Identification Tags.

Processed by Rafael Morado for M33 Antero Rodarte  
12/13/2006  
=====

**Terms and Conditions:**

\*\*\*\*\*

**Freight Terms:**

Collect

**Payment Terms:**

(88) MNS-2, On average, payment shall be made on  
the second day of the second month following  
Buyers receipt date of goods or services.

*2.1.1. MNS.*

**Delivery Terms:**

Free Carrier (FCA)

**Delivery DUNS:**

00366091606

**Ship From DUNS:**

00366091606

**Price Type**

Bulk

**Price Composition:**

The Total Price is composed of Base Price plus any applicable taxes.

All Prices are expressed in EUR

Quantity:

1

Base Price:

211,750.000000

Total Price:

211,750.000000

UOM:

LOT

**Terms & Conditions:**

C4



**GPSC Supplier Quality  
GP-9 Run at Rate Attachment A  
Run at Rate Summary**

Supplier Name:	Winkelmann Sp. z o.o.	Date:	28.05.2008
Supplier / DUNS No.:	366091608	Part name:	Flexplate GEN 4
Plant Location Country:	PL	Part number:	12606620
Program:		Drawing Date:	06.03.2008
Model Year:	2009	Eng. Change Level:	4

Part Number	Daily MMDB LCR	Daily Contracted		Run at Rate Results			PPAP Status		
		Capacity	Hours	Final Op.	Constraint	Duration	Full	Saleable	Non-Saleable
12606602	1030000	5130	20	2160	2100	8 hours	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
							<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
							<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
							<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Total:									

Use additional pages if required.

☐ Supplier Monitored ☒ Customer Monitored

	Yes	No
Has the Process Control Plan Audit (Attachment GM1927-16) passed and is it attached?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Has the Capacity Analysis (Attachments GM1960 - C, C1, C2, and/or C3) passed and is it attached?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Has the subcontractors' ability to meet the capacity and quality requirements been confirmed in writing by the subcontractor prior to the Run at Rate?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Do the parts produced meet customer's quality requirements as stated in PPAP?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<input checked="" type="checkbox"/>	<b>PASS</b>
<input type="checkbox"/>	<b>STAGED</b> - Supplier is meeting the approved gradual introduction of contracted capacity
<input type="checkbox"/>	<b>CUSTOMER FAIL</b> - Supplier met contracted capacity but Daily Contracted capacity < Daily MMDB LCR
<input type="checkbox"/>	<b>PENDING PPAP</b> - Supplier met Run at Rate requirements but PPAP status is "Non-Saleable"
<input type="checkbox"/>	<b>FAIL</b> - Supplier failed the Process Control Plan Audit, failed to demonstrate ability to produce contracted capacity, or failed to provide subcontractors written verification

Comments:

Follow up scheduled:

	ADELA PAWLACZYK	48660081523	06.06.2008
Supplier Signature	Print Name	Phone Number	Date

	KRZYSZTOF PLACZEK	+48668466120	04.06.2008
SQE Signature	Print Name	Phone Number	Date

GM		PPAP WORKSHEET (GM 1411)	
SUPPLIER NAME: Winkelmann SP z o.o		PART NAME: Flexplate	
SUPPLIER MFG DUNS CODE:		PART #: 12606620	
GM 1411 EXPIRATION DATE: Feb.28/2008			
RESUBMISSION DATE: Feb.28/2008		EWO #/ E2 #: DCDLW	
APPLICATION: Gen 4		ECL: DATE:	
SUBMISSION LEVEL: 5 KG WT: 2.85 kg			
SAMPLE #: 3 INSP/SQE: A.W. ADD. SAMPLE: 0		PPAP Activity Code #:	
<b>Section 1 Master Status</b> Master Status: Select status being requested and complete section 2 & 3 as applicable (Shade or circle box) <span style="float: right;">S N</span> Lab Status: Enter appropriate status for each lab (A=Approved, S=Saleable, N=Non-Saleable, NR=Not requested) DIM/STAT: S FUN/DUR: A APP/COL: NR MTL: A IMDS: S MTCH: NR TR: NR			
<b>Section 2 Supplier Performance and Validation Requirements</b> (required unless otherwise specified in the commodity-specific SOR (Item 1, 2, OR 3 must be checked))			
1. Performance/Validation requirements met, signed copy of GM 3660 submitted in package		Yes: N/A: na	
2. Performance/Validation requirement items 1 & 5 on GM 3660 completed satisfactorily		Yes: No:	
3. Performance requirements NOT fully met; status acceptable to move to a Saleable status		Yes: Y	
* GM Release Director AND Validation Director signature required; may vary per region GME: If Supplier's Validation is not complete, the Supplier Validation plan with status and timing must be attached NAVO: For "Approved Status", Action Plans specified below and detailed on Engineering's 5-Phase Action Plan CE180, must be completed as indicated and a signed GM 3660 accepted by the GM Lead Engineer and GM Validation Engineer.			
<b>Section 3 Action Plans - MUST be completed</b> - Additional sheets attached as necessary			
ISSUES: List Lab and ALL Driver Codes that apply with explanation for each:		ACTION PLANS to reach Approved PPAP and Owner for each	
View F, R 6: Is R 10		change drawing	Jan 31/08 Yes
Stamp GM Trademark: is - mark trade mark		change drawing	Jan 31/08 Yes
Stamp Engine side: is - mark engine side		change drawing	Jan 31/08 Yes
Etch part number: is - part number		change drawing	Jan 31/08 Yes
Etch date & suppl.code: is - date & suppl.code		change drawing	Jan 31/08 Yes
dia 319 +/- 1: is - 316.00		change drawing	Jan 31/08 Yes
dia 126 +/- 1: is - 111 flat		change drawing	Jan 31/08 Yes
dia 121 +/- 1: is - 110 flat		change drawing	Jan 31/08 Yes
HRC 43 min: is HRC 30 min		change drawing	Jan 31/08 Yes
CQI 9 self audit to be done by Jan 2008			
Magflux results to be submitted by Nov 7 / 07			
additional PPAP documentation to be provided to Richard Sun, GM, by Nov. 8 / 07			
SUPPLIER (Authorized signature):		PHONE: 4915118024290	
NAME AND TITLE (Print): H.Himmeröder, Plant Mgr		FAX: +49238285638729	
PART SUBMISSION WARRANT MUST BE INCLUDED WITH CUSTOMER APPROVALS IN ORDER TO PROCESS YOUR REQUEST AND SEND TO THE PROCURING DIVISION.			
CUSTOMER APPROVALS:		SIGNATURE	NAME (Print) PHONE DATE
(as applicable)			
Supplier Quality Engineer:		R. Sun	Richard Sun 248-255-3110 10/30/07
Supplier Quality Director:			
Product Engineer (DRE):		Paul Gelazin	Paul Gelazin 248-431-9534 10/30/07
Validation Engineer:			
Release Director:			
Validation Director:			
LAB / Material Engineer:		Daniel Wilson	248-417-4003 10/30/07
Appearance / Paint Engineer:			
OTHER (Buyer, Assembly Plant, etc.):			





**GPCS Supplier Quality  
GP-9 Run at Rate Attachment C  
Capacity Analysis Summary**

Supplier Name:	Winkelmann Sp. z o.o.	Date:	28.06.2008
Supplier / DUNS No.:	366091808	Part name:	Flexplate GEN.4
Plant Location Country:	PL	Part number:	12606620
Program:		Drawing Date:	06.03.2008
Model Year:	2009	Eng. Change Level:	4

**CAPACITY ANALYSIS**

- |   | Yes                                 | No                                  | N/A                                 | Comments         |
|---|-------------------------------------|-------------------------------------|-------------------------------------|------------------|
| 1. Has the "Process Flow Diagram" (reflecting all internal assembly and sub-components lines) been sketched on Attachment C-1?  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |                                     |                  |
| 2. Are post process buffers managed to off-set the effect of variability for all non-constraint lines?  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |                                     |                  |
| 3. Has the service parts (after market) requirement been factored into the demand?<br>(Note: Total customer requirement must include service parts (after sales) requirements)  | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |                  |
| 4. Does the constraint operation have sufficient buffers (before & after) to isolate it from system variation?<br>- Are the buffer profiles controlled and documented?<br>- Part(s) buffer before constraint: MIN <u>200</u> MAX <u>1200</u><br>- Space buffer after constraint: MIN <u>200</u> MAX <u>1200</u><br>- Is offload/onload responsibility assigned and itemized in operator instructions?   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |                                     |                  |
| 5. During the run at rate analysis, did the system run under normal operating conditions? (For example, under total customer requirement, normal operating shifts/hours, normal part mix, etc.)   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |                                     | Only 8 hours     |
| 6. Were "Normally Scheduled" changeovers performed during the run at rate analysis?<br>- Changeovers performed: Shift 1 _____ Shift 2 _____ Shift 3 _____   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |                  |
| 7. During the run at rate analysis, did the throughput of the MANUFACTURING system meet or exceed the contracted capacity (including normal service parts (after sales) requirement) under total customer requirement?<br>- "ALL CUSTOMERS" Total Net Good parts produced<br>Total <u>2160</u> Shift 1 <u>2160</u> Shift 2 _____ Shift 3 _____<br>- "Run @ Rate STUDY" Total Net Good parts produced<br>Total <u>2160</u> Shift 1 <u>2160</u> Shift 2 _____ Shift 3 _____ | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |                                     | only 1 shift run |
| 8. During the run at rate analysis, did the throughput of the CONSTRAINT operation meet or exceed the contracted capacity (including normal service parts (after sales) requirement) under total customer requirement?<br>- "ALL CUSTOMERS" Total Net Good parts produced<br>Total <u>2100</u> Shift 1 <u>2100</u> Shift 2 _____ Shift 3 _____<br>- "Run @ Rate STUDY" Total Net Good parts produced<br>Total <u>2100</u> Shift 1 <u>2100</u> Shift 2 _____ Shift 3 _____ | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |                                     | only 1 shift     |

Result: ☐ Pass ☐ Fail ☐ Staged Follow-up date: \_\_\_\_\_

Filled In by: knysiof.placzk@pl.gm.com Phone: 48 668 46 61 20  
E-mail: \_\_\_\_\_

**Comments:**

RQA performed on one shift. Additional capacity on constraint operation (heat treatment) available on Saturdays - confirmed by Winkelmann

To Att: Krystof Ploczek GR



GPSC Supplier Quality  
Process Control Plan Audit Summary Sheet

GM 1980-B  
GM 1927-16

Date: 06-06-2008

Supplier Name: <u>WINKELMANN</u>		Supplier Phone: _____	
Mfg. DUNS: <u>366091606</u>		Plant Location & Country: <u>PL</u>	
Auditor: (SQE, SQI) _____		Auditor Phone: _____	
Auditor: E-Mail: _____		GM Division: _____	
Part Number(s): <u>12606620</u>		Part Name: _____	
Drawing Date: <u>06-03-2008</u>		EWO #: / ODM # _____	Eng. Change Level: _____
PPAP/Interim/Benefactor Status: _____		Model Year: _____	Program: _____
Creativity Team: _____		Commodity: _____	
Reason For Audit: <input type="checkbox"/> Future <input type="checkbox"/> Launch <input type="checkbox"/> Current <input type="checkbox"/> Partial <input type="checkbox"/> Other		Safety Related Part? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Type of Audit: <input type="checkbox"/> Initial <input type="checkbox"/> Follow Up <input checked="" type="checkbox"/> Run at Rate (GP9 Attachment B)		Product Validation/Qualification Complete: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Driver of Audit:		<input type="checkbox"/> APQP Confirmation <input type="checkbox"/> Mgmt. Request <input type="checkbox"/> Plant Request <input type="checkbox"/> Run @ Rate <input type="checkbox"/> CP/PP/Warranty <input type="checkbox"/> Top Focus <input type="checkbox"/> CSI-1 <input type="checkbox"/> CSI-2 <input type="checkbox"/> Major Disruption <input type="checkbox"/> Shutdown/Start Up Audit <input type="checkbox"/> Component Check Plan <input type="checkbox"/> Critical Fastener (D02) <input type="checkbox"/> D/PFMEA <input type="checkbox"/> DD&W <input type="checkbox"/> Other	
Focus of Audit:		<input type="checkbox"/> Part / Assembly <input type="checkbox"/> Line / Cell <input type="checkbox"/> Operation / Machine <input type="checkbox"/> Complete Mfg. System <input type="checkbox"/> Quality System - Ongoing Documentation	
Approved <input type="checkbox"/>		Approved, but need Documentation <input type="checkbox"/> Not Approved <input type="checkbox"/> Follow-Up Audit Date: _____	

TECHNICAL INFORMATION AVAILABILITY

- Are actual drawings available at production facility with the latest change level?
- Does the supplier have the final customer approved drawing?
- Is the print complete (Tolerances, GD&T, Correct Datum, KPCs, etc.)?
- Are all technical regulations/CTS/SSTS available?
- If supplier is design responsible, has DFMEA been used to develop the PFMEA?

Yes	No	N/A	Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

QUALITY SYSTEM DOCUMENTATION

- Is a Process Flow Diagram available?
- Does the Process Flow Diagram include receiving?
- Does the Process Flow Diagram include rework?
- Does the Process Flow Diagram include scrap?
- Does the Process Flow Diagram include gauging/inspection?
- Does the Process Flow Diagram include shipping?
- Does the Process Flow Diagram include labeling and Part ID at receiving, WIP, finished good and shipping areas?
- Is there a PFMEA available?
- Is the PFMEA acceptable (RPNs, numbers match Process flow and include KPCs/PQCs/KCCs)?
- Is there any evidence that it is kept up to date?
- Is there a Process Control Plan (PCP) available?
- Is the Process Control Plan (PCP) acceptable (numbers match PFMEA and Process Flow, including KPCs/PQCs/KCCs, GP-12 if applicable and latest EWO/ODM included)?
- Are all "Current Controls" listed on the PFMEA detailed on the Control Plan?
- Are process controls in place in the PCP to address the high PFMEA Risk Priority Numbers?
- Is there a procedure/process for Continuous Improvement for Risk Reduction?
- Are KPCs/PQCs/KCCs called out on the PCP?
- Are sample sizes and check frequency for each operation reasonable?

Yes	No	N/A	Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

last update 25-05-08

[illegible]

1008  
Collinsville, CT

TOOLS SENT OUT  
DURING CONT

FINISHED # USE 13

Loop  
Co. Location: Grinnell, Iowa

TOOLS SENT OUTSIDE  
OUTSIDE CONTAINER

Signed by USB 1.0 Bank

\_\_\_\_\_

Supplier Representative Signature

GM Representative Signature

*Nr. 2*

**Winkelmann**

ING Bank Śląski S.A. Katowice O. Legnica  
Nr konta dłużniczego: 49105015751000002206746535  
Nr konta PLN: 92105015751000002206746634  
NIP: PL 6911994669, REGON: 012763041  
Nr KRS 0000102032 Sąd Rejonowy dla Wrocławia Fabrycznej we Wrocławiu  
Zarząd: Heinrich Winkelmann

Sprzedawca:  
WINKELMANN Sp. z o.o., ul. Jaworzyńska 277, 59-220 LEGNICA  
tel. 076 850-88-00 fax. 076 850-88-34

ORYGINAL/KOPIA  
Data wystawienia: 09-06-2009  
Data sprzedaży: 09-06-2009

Nabywca:  
General Motors Corporation  
300 Renaissance Center  
Detroit, MI 48265  
USA

Faktura VAT 60009

Pos. Nr	INDEKS TOWARU Art.Nr	ILOŚĆ szt. Stok.	NAZWA	CENA NETTO (EUR)	WARTOŚĆ NETTO (EUR)	PODATEK		WARTOŚĆ BRUTTO (EUR)
						STAWKA %	KWOTA (EUR)	
			Contract Nr. 1 LF 10-007 dated 23 Juni 2008 DUNS-Number 366 09 1606					
	126 0 8872		Toolingcost					
1.		1	Stamp Flexplate	46 000,00	46 000,00	22	10 120,00	56 120,00
2.		1	Stamp Retainer	34 500,00	34 500,00	22	7 580,00	42 080,00
3.		1	Rollformin	17 250,00	17 250,00	22	3 795,00	21 045,00
4.		1	Hobbing	17 250,00	17 250,00	22	3 795,00	21 045,00
5.		1	Heat treating	17 250,00	17 250,00	22	3 795,00	21 045,00
6.		1	Stamp Holes & assemble retainer	74 750,00	74 750,00	22	16 445,00	91 195,00
7.		1	Balance & rustprotect	11 500,00	11 500,00	22	2 530,00	14 030,00
8.		1	Add, Ident & Inspect	17 250,00	17 250,00	22	3 795,00	21 045,00
9.		1	Stamping tool	1 250,00	1 250,00	22	275,00	1 525,00
10.		1	Machining tool	2 000,00	2 000,00	22	440,00	2 440,00
11.		1	Rollform tool	2 000,00	2 000,00	22	440,00	2 440,00
12.		1	Machining tool	2 000,00	2 000,00	22	440,00	2 440,00
13.		1	Stamping tool	5 000,00	5 000,00	22	1 100,00	6 100,00
14.		1	Rabat/Discount (Nachlass)	- 10 000,00	- 10 000,00	22	- 2 200,00	- 12 200,00
According to Contract Terms & Conditions § 13 we have the right of reimbursement of costs.								
The contract documents are enclosed.								

\* Podatek VAT rozlicza nabywca

RAZEM	238 000,00	x	52 360,00	290 360,00
W TYM	-	zw.	0,00	-
	-	0	0,00	-
	-	7	0,00	-
	238 000,00	22,00	52 360,00	290 360,00
	-	NP.	0,00	-
VAT W PLN	x	x	237 468,31	x

Do zapłaty EUR słownie:  
dwa\*dziesiąt\*zero\*trzy\*ście\*zero EUR 0/100 CENT

Termin płatności / The term of payment  
Payable immediately without deduction

Podpis osoby uprawnionej  
do otrzymania faktury

kurs NBP z dnia 08.06.2009  
4,5353

Podpis osoby uprawnionej  
do wystawienia faktury  
WINKELMANN Sp. z o.o.  
59-220 Legnica, ul. Jaworzyńska 277  
Główny Księgowy  
Sylvia Siwak

Contract Header Page:

1 of 1

## CONTRACT HEADER



*General Motors Corporation*

*Andrag*

### SUPPLIER NAME AND ADDRESS INFORMATION:

DUNS Number: 00366091606

WINKELMANN SP ZOO

UL JAWORZYNSKA 277

59-220 LEGNICA

POLAND

#### Mailing Address Information:

UL JAWORZYNSKA 277

59-220 LEGNICA

POLAND

### BUYER NAME AND ADDRESS INFORMATION:

General Motors Corporation

300 Renaissance Center

Detroit, MI 48265

UNITED STATES

**Contract Header Number:**

**1LF10**

This contract sets forth the exclusive terms and conditions under which seller shall sell and buyer shall purchase the goods or services described in the line item detail of this contract for the period(s) specified therein. Terms and conditions proposed by seller which are different from or in addition to the provisions of this contract are unacceptable to buyer, are expressly rejected by buyer, and shall not become a part of this contract. Any modification of this contract shall be made only in accordance with the provisions of paragraph 31 of the contract terms and conditions.

Contract Line Item Page: 1 of 4  
Standard Spot Buy Contract Number: 1LF10007  
Amendment Number: 000

Issue Date: 23-Jun-2008

Part Number: 000000012616792



**LINE ITEM DETAIL for TOOLING CONTRACT**  
*General Motors Corporation*

This Line Item is effective from 25-Sep-2007 through 25-Sep-2010

**Part Description:** PLATE-A/TRNS FLEX  
**Amendment Reason:** Engineering changes (Low APV)

**Manufacturing DUNS Number:**  
00366091606

**Supplier Name and Manufacturing Address:**  
WINKELMANN SP ZOO  
UL JAWORZYNSKA 277  
59-220 LEGNICA  
POLAND

**Purchasing Contact:**  
Velez Cid, Javier  
**Buyer Code:** XSJ  
**Phone:** 55 59 01 3136  
**Fax:** 55 59 01 3019

**Tooling Capacity:** 256  
**Tooling Capacity Hours:** 24  
**Hazardous Material Indicator:** N

**Line Item Notes:**  
**Part Number:**  
12608872

**Tooling Cost**  
12608872 \$225,750 EUR  
Gamma MRD January 10, 2008

**Detailed Tooling Breakdown:**

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TOOL DESCRIPTION	TOTAL TOOL COST / OPER. (EUR)
Stamp Flexplate	46,000

Contract Line Item Page: 2 of 4  
**Standard Spot Buy Contract Number:** 1LF10007  
**Amendment Number:** 000

**Issue Date:** 23-Jun-2008

**Part Number:** 000000012616792

Stamp retainer 34,500  
Rollformin 17,250  
Hobbing 17,250  
Washing (Fixure) --  
Heattreating 17,250  
Stamp Holes & assemble retainer plate 74,750  
Balance & rustprotect 11,500  
Add Ident. & Inspect 17,250

Winkelmann agrees to absorb 10,000 EUR incremental expense however the tooling is still completely owned by GM.

Total Initial tooling cost = \$ 225,750 EUR Total Tooling Cost

Additional to the initial tooling we are also including tools for the following Engineering Change:

Supplement EWO# CSRHWA / 816777

Program: HO V8 Diesel LMK 4.5L

Reason for change: Initial Release\*

- This supplement is only to capture the cost & timing impact of the original design change for Change management. No design work required.

Supplement EWO# CSRHW / 724915

Program: BETA - HO V8 Diesel LMK 4.5L

Reason for change: Initial Release\*

- Create new flexplate model & drawings to incorporate variable thickness required by analysis

Brief design change description

'Create new flexplate model & drawings to new variable thickness design provided by analysis group.

New part number will be needed for design.

Flexplate will be 5mm thick in crank flange area, reminder of plate 3mm thick. See DRE or Steve Maurer for details.

Flexplate assembly part #12608872, flexplate #12601462 and retainer plate part #12607960 no longer needed in new design.'

PN12616792 replace PN12608872

Replaced/Old PN: 12608872

Capacity: 256 (daily)

Hrs/day: 24

Days/week: 5

Program: HO V8 Diesel

Price Type : Bulk

Supplier Contact: Helge Himmeroder

Contract Line Item Page: 3 of 4  
Standard Spot Buy Contract Number: 1LF10007  
Amendment Number: 000

Issue Date: 23-Jun-2008

Part Number: 000000012616792

Supplier Quote Dated: 09/07/07

Physical Location of Tooling (city & state): Legnica, Poland

Detailed Tooling Breakdown:

Tooling Cost (EUR)	Tooling Description
\$ 1,250.00	Stamping tool, Blank & added center hole tool
\$ 2,000.00	Machining tool
\$ 2,000.00	Rollform tool
\$ 2,000.00	Machining tool
\$ 5,000.00	Stamping tool
<hr/>	
\$ 12,250.00	Total Tooling Cost

Total Tooling Cost/Currency due this Engineering Change: \$ 12,250.00 EUR

Total tooling:

Initial + Engineering Change = 225,750 + 12,250 = 238,000 EUR

Supplier is Required to Mark all General Motors Tools with the GM Identification Tags.

Buyer requires that all suppliers be tooled (defined as total system throughput) and capable of producing the daily Lean Capacity Rate (LCR) in one production day. The suppliers operating plan must demonstrate the ability to meet the daily LCR, Service Parts schedules and Run @ Rate requirements (including downtime for preventative maintenance) in one production day. The supplier must also support the Maximum Capacity Rate (MCR - defined as the LCR plus 15%) without additional GM resources (including additional tooling) on a sustained basis. Any operating plan that exceeds one production day to produce the daily LCR and/or does not support the MCR must be approved by the Buyer prior to award of business. The LCR appears on the Buyer's Request For Quote Form as 'Daily Estimated Volume'

If machinery and equipment as defined by GM's tooling guidelines, is listed on this order, the price of that M&E will be debited from that tooling order, and no adjustment to piece price will be permitted. Additionally, if the value of the tool(s) are less than the quoted amount per GM's tooling team, that value of those tools will be reduced to the amount specified by the aforementioned group. Supplier must provide all requested data to GM within a reasonable time and in the manner prescribed. Failure to do so will result in an equitable adjustment to the purchase order and /or debit. GM tooling Guidelines apply

Javier Vélez  
Ph. +(52)-55-5901-3136  
Buyer code: XSJ  
June 19th, 2008



Contract Line Item Page: 4 of 4  
Standard Spot Buy Contract Number: 1LF10007  
Amendment Number: 000

Issue Date: 23-Jun-2008  
Part Number: 000000012616792

**Terms and Conditions:**

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**Freight Terms:**

**Payment Terms:**

Collect

(88) MNS-2, On average, payment shall be made on the second day of the second month following Buyers receipt date of goods or services.

**Delivery Terms:**

Free Carrier (FCA)

**Delivery DUNS:**

**Ship From DUNS:**

**Price Type:**

00366091606

00366091606

Bulk

**Price Composition:**

The Total Price is composed of Base Price plus any applicable taxes.

All Prices are expressed in EUR

**Quantity:**

1

**Base Price:**

238,000.000000

**Total Price:**

238,000.000000

**UOM:**

LOT

**Terms and Conditions:**

C4

Schedule

TTOP

Engineering Change Special

Contract Header Page:

1 of 1

## CONTRACT HEADER



*General Motors Corporation*

Storing

### SUPPLIER NAME AND ADDRESS INFORMATION:

DUNS Number: 00366091606

WINKELMANN SP ZOO

UL JAWORZYNSKA 277

59-220 LEGNICA

POLAND

#### Mailing Address Information:

UL JAWORZYNSKA 277

59-220 LEGNICA

POLAND

### BUYER NAME AND ADDRESS INFORMATION:

General Motors Corporation

300 Renaissance Center

Detroit, MI 48265

UNITED STATES

**Contract Header Number:**

1LF10

This contract sets forth the exclusive terms and conditions under which seller shall sell and buyer shall purchase the goods or services described in the line item detail of this contract for the period(s) specified therein. Terms and conditions proposed by seller which are different from or in addition to the provisions of this contract are unacceptable to buyer, are expressly rejected by buyer, and shall not become a part of this contract. Any modification of this contract shall be made only in accordance with the provisions of paragraph 31 of the contract terms and conditions.

Contract Line Item Page: 1 of 5

Issue Date: 06-May-2009

Standard Spot Buy Contract Number: 1LF10007

Amendment Number: 001

Part Number: 000000012616792



**LINE ITEM DETAIL for TOOLING CONTRACT**  
**General Motors Corporation**

This Line Item is effective from 25-Sep-2007 through 25-Sep-2010

**Part Description:**

PLATE-A/TRNS FLEX

**Amendment Reason:**

Cancelled

**Manufacturing DUNS Number:**

00366091606

**Supplier Name and Manufacturing Address:**

WINKELMANN SP ZOO

UL JAWORZYNSKA 277

59-220 LEGNICA

POLAND

**Purchasing Contact:**

Velez Cid, Javier

**Buyer Code:**

XSJ

**Phone:**

55 59 01 3136

**Fax:**

55 59 01 3019

**Hazardous Material Indicator:**

N

**Line Item Notes:**

**Part Number:**

12608872

**Tooling Cost**

12608872 \$225,750 EUR

Gamma MRD January 10, 2008

**Detailed Tooling Breakdown:**

TOOL DESCRIPTION TOTAL TOOL COST / OPER. (EUR)

Stamp Flexplate 46,000

Stamp retainer 34,500

Rollformin 17,250

Contract Line Item Page:

2 of 5

Issue Date: 06-May-2009

**Standard Spot Buy Contract Number:** 1LF10007

**Amendment Number:** 001

**Part Number:** 000000012616792

Hobbing 17,250

Washing (Fixture) --

Heattreating 17,250

Stamp Holes & assemble retainer plate 74,750

Balance & rustprotect 11,500

Add Ident. & Inspect 17,250

Winkelmann agrees to absorb 10,000 EUR incremental expense however the tooling is still completely owned by GM.

Total Initial tooling cost = \$ 225,750 EUR Total Tooling Cost

Additional to the initial tooling we are also including tools for the following Engineering Change:

Supplement EWO# CSRHWA / 816777

Program: HO V8 Diesel LMK 4.5L

Reason for change: Initial Release\*

- This supplement is only to capture the cost & timing impact of the original design change for Change management. No design work required.

Supplement EWO# CSRHW / 724915

Program: BETA - HO V8 Diesel LMK 4.5L

Reason for change: Initial Release\*

- Create new flexplate model & drawings to incorporate variable thickness required by analysis

Brief design change description

'Create new flexplate model & drawings to new variable thickness design provided by analysis group.

New part number will be needed for design.

Flexplate will be 5mm thick in crank flange area, reminder of plate 3mm thick. See DRE or Steve Maurer for details.

Flexplate assembly part #12608872, flexplate #12601462 and retainer plate part #12607960 no longer needed in new design.'

PN12616792 replace PN12608872

Replaced/Old PN: 12608872

Capacity: 256 (daily)

Hrs/day: 24

Days/week: 5

Program: HO V8 Diesel

Price Type : Bulk

Supplier Contact: Helge Himmeroder

Supplier Quote Dated: 09/07/07

Physical Location of Tooling (city & state): Legnica, Poland

Contract Line Item Page: 3 of 5  
Standard Spot Buy Contract Number: 1LF10007  
Amendment Number: 001

Issue Date: 06-May-2009

Part Number: 000000012616792

Detailed Tooling Breakdown:

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Tooling Cost (EUR)	Tooling Description
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\$ 1,250.00	Stamping tool, Blank & added center hole tool
\$ 2,000.00	Machining tool
\$ 2,000.00	Rollform tool
\$ 2,000.00	Machining tool
\$ 5,000.00	Stamping tool

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\$ 12,250.00	Total Tooling Cost
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Total Tooling Cost/Currency due this Engineering Change: \$ 12,250.00 EUR

Total tooling:

Initial + Engineering Change = 225,750 + 12,250 = 238,000 EUR

Supplier is Required to Mark all General Motors Tools with the GM Identification Tags.

Buyer requires that all suppliers be tooled (defined as total system throughput) and capable of producing the daily Lean Capacity Rate (LCR) in one production day. The suppliers operating plan must demonstrate the ability to meet the daily LCR, Service Parts schedules and Run @ Rate requirements (including downtime for preventative maintenance) in one production day. The supplier must also support the Maximum Capacity Rate (MCR - defined as the LCR plus 15%) without additional GM resources (including additional tooling) on a sustained basis. Any operating plan that exceeds one production day to produce the daily LCR and/or does not support the MCR must be approved by the Buyer prior to award of business. The LCR appears on the Buyer's Request For Quote Form as 'Daily Estimated Volume'

If machinery and equipment as defined by GM's tooling guidelines, is listed on this order, the price of that M&E will be debited from that tooling order, and no adjustment to piece price will be permitted. Additionally, if the value of the tool(s) are less than the quoted amount per GM's tooling team, that value of those tools will be reduced to the amount specified by the aforementioned group. Supplier must provide all requested data to GM within a reasonable time and in the manner prescribed. Failure to do so will result in an equitable adjustment to the purchase order and /or debit. GM tooling Guidelines apply

Javier Vélez  
Ph. +(52)-55-5901-3136  
Buyer code: XSJ  
June 19th, 2008

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May 06th, 2009:

Contract Line Item Page: 4 of 5  
**Standard Spot Buy Contract Number:** 1LF10007  
**Amendment Number:** 001

**Issue Date:** 06-May-2009

**Part Number:** 000000012616792

**\*\* Reference Action Plan #**

**\*\* Program:**  
Duramax 4.5L High Output - LMK

**\*\* Special Terms:**  
We have been advised that the APB (Automotive Product Board) decided to cancel the Duramax 4.5L High Output Engine Program due to capital constraints impacting GM's product portfolio.  
Supplier notified on 03/24/2009 03:16 PM by Javier Velez Cid/MX/GM/GMC

**\*\* Supplier Contact:**  
Helge Himmeröder  
Winkelman - Managing Director  
Helge.Himmeroeder@wpc-int.com  
705 828 0147

JAVIER VELEZ CID  
Global Powertrain Buyer  
Balance Shafts & FlexPlates NA Buyer  
Buyer Code XSJ  
Phone Number : +52 (55)59 01 3136  
Fax address J Velez + 52(55)59 013571  
e-mail : javier.velezcid@gm.com  
General Motors Mexico

**Terms and Conditions:**

\*\*\*\*\*

**Freight Terms:**

**Payment Terms:**

Collect

(88) MNS-2, On average, payment shall be made on the second day of the second month following Buyers receipt date of goods or services.

**Delivery Terms:**

Free Carrier (FCA)

**Delivery DUNS:**

00366091606

**Ship From DUNS:**

00366091606

**Price Type:**

Bulk

**Price Composition:**

The Total Price is composed of Base Price plus any applicable taxes.

Contract Line Item Page: 5 of 5  
Standard Spot Buy Contract Number: 1LF10007  
Amendment Number: 001

Issue Date: 06-May-2009

Part Number: 000000012616792

All Prices are expressed in EUR

Quantity: 1  
Base Price: 238,000.000000

Total Price:	238,000.000000
UOM:	LOT

**Terms and Conditions:**

TTOP

Engineering Change Special

Contract Attachment Page: 1 of 4

## CONTRACT ATTACHMENT



*General Motors Corporation*

**Contract Header Number:** 1LF10

### Contract Terms & Conditions: Short Description

### Detailed Description

#### Terms & Conditions Global 1

Special Term - Supplier Certification of Compliance with  
Paragraph 25 of General Terms and Conditions  
(Compliance with Laws Employment/Business Practices)

By submitting a response to this Request for Quotation, Seller certifies that it has read, understands, and is in compliance with Paragraph 25 of the General Terms and Conditions (Compliance with Laws Employment/Business Practices).

#### 1. ACCEPTANCE:

Seller has read and understands this contract and agrees that Seller's written acceptance or commencement of any work or services under this contract shall constitute Seller's acceptance of these terms and conditions only.

#### 2. SHIPPING AND BILLING:

Seller agrees: (a) to properly pack, mark and ship goods in accordance with the requirements of Buyer, the involved carriers, and, if applicable, the country of destination (b) to route shipments in accordance with Buyers instructions (c) to make no charge for handling, packaging, storage or transportation of goods, unless otherwise stated as an item on this contract (d) to provide with each shipment packing slips with Buyers contract and/or release number and date of shipment marked thereon (e) to properly mark each package with a label/tag according to Buyers instructions (f) to promptly forward the original bill of lading or other shipping receipt for each shipment in accordance with Buyers instructions. Seller will include on bills of lading or other shipping receipts correct classification identification of the goods shipped in accordance with Buyers instructions and the carriers requirements. The marks on each package and identification of the goods on packing slips, bills of lading and invoices (when required) shall be sufficient to enable Buyer to easily identify the goods purchased. Seller further agrees: (a) to accept payment based upon Buyers Evaluated Receipt Record/Self Billed Invoice, unless an invoice is requested by Buyer and (b) to accept payment by electronic funds transfer. The payment date is set forth in the Line Item Detail of this contract, or if not stated, shall be the date established by Buyers Multilateral Netting System (MNS-2), which provides, on average, that payment shall be made on the second day of the second month following, in the case of the Buyers North American facilities, Sellers shipment date of goods or date of services, and, for all of Buyers other locations, Buyers receipt date of the goods or date of services. Buyer may withhold payment pending receipt of evidence, in such form and detail as Buyer may direct, of the absence of any liens, encumbrances and claims on the goods or services under this contract.

#### 3. DELIVERY SCHEDULES:

Time is of the essence, and deliveries shall be made both in quantities and at times specified in Buyers schedules. Buyer shall not be required to make payment for goods delivered to Buyer that are in excess of quantities specified in Buyers delivery schedules. Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle Seller to a modification of the price for goods or services covered by this contract. Where quantities and/or delivery schedules are not specified, Seller shall deliver goods in such quantities and times as Buyer may direct in subsequent releases.

#### 4. PREMIUM SHIPMENTS:

If Sellers acts or omissions result in Sellers failure to meet Buyers delivery requirements and Buyer requires a more expeditious method of transportation for the goods than the transportation method originally specified by Buyer, Seller shall ship the goods as expeditiously as possible at Sellers sole expense.

#### 5. CHANGES:

Buyer reserves the right at any time to direct changes, or cause Seller to make changes, to drawings and specifications of the goods or to otherwise change the scope of the work covered by this contract including work with respect to such matters as inspection, testing or quality control, and Seller agrees to promptly make such changes. Any difference in price or time for performance resulting from such changes shall be equitably adjusted by Buyer after receipt of documentation in such form and detail as Buyer may direct. Any changes to this contract shall be made in accordance with Paragraph 31.

#### 6. SUPPLIER QUALITY AND DEVELOPMENT INSPECTION:

Seller agrees to participate in Buyers supplier quality and development program(s) and to comply with all quality requirements and procedures specified by Buyer, as revised from time to time, including those applicable to Seller as set forth in Quality System Requirements QS-9000. In addition, Buyer shall have the right to enter Sellers facility at reasonable times to inspect the facility, goods, materials and any property of Buyer covered by this contract. Buyers inspection of the goods, whether during manufacture, prior to delivery or within a reasonable time after delivery, shall



Contract Attachment Page: 2 of 4

not constitute acceptance of any work-in-process or finished goods.

**7. NONCONFORMING GOODS:**

Seller acknowledges that Buyer will not perform incoming inspections of the goods, and waives any rights to require Buyer to conduct such inspections. To the extent Buyer rejects goods as nonconforming, the quantities under this contract will automatically be reduced unless Buyer otherwise notifies Seller. Seller will not replace quantities so reduced without a new contract or schedule from Buyer. Nonconforming goods will be held by Buyer in accordance with Sellers instructions at Sellers risk. Sellers failure to provide written instructions within 10 days, or such shorter period as may be commercially reasonable under the circumstances, after notice of nonconformity shall entitle Buyer, at Buyers option, to charge Seller for storage and handling or to dispose of the goods without liability to Seller. Payment for nonconforming goods shall not constitute an acceptance of them, limit or impair Buyers right to assert any legal or equitable remedy, or relieve Sellers responsibility for latent defects.

**8. FORCE MAJEURE:**

Any delay or failure of either party to perform its obligations shall be excused if, and to the extent that, it is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, including, but not limited to, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, material, labor equipment or transportation, or court injunction or order provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party as soon as possible after the event or occurrence (but in no event more than 10 days thereafter). During the period of such delay or failure to perform by Seller, Buyer, at its option, may purchase goods from other sources and reduce its schedules to Seller by such quantities, without liability to Seller, or have Seller provide the goods from other sources in quantities and at times requested by Buyer, and at the price set forth in this contract. In addition, Seller at its expense shall take such actions as are necessary to ensure the supply of goods to Buyer for a period of at least 30 days during any anticipated labor disruption or resulting from the expiration of Sellers labor contract(s). If requested by Buyer, Seller shall, within 10 days, provide adequate assurances that the delay shall not exceed 30 days. If the delay lasts more than 30 days or Seller does not provide adequate assurance that the delay will cease within 30 days, Buyer may immediately terminate this contract without liability.

**9. WARRANTY:**

Seller warrants/guarantees that the goods covered by this contract will conform to the specifications, drawings, samples, or descriptions furnished to or by Buyer, and will be merchantable, of good material and workmanship and free from defect. In addition, Seller acknowledges that Seller knows of Buyers intended use and warrants/guarantees that all goods covered by this contract that have been selected, designed, manufactured or assembled by Seller based upon Buyer's stated use will be fit and sufficient for the particular purposes intended by Buyer. The warranty period shall be that provided by applicable law, except that if Buyer offers a longer warranty to its customers for goods installed on vehicles, such longer period shall apply.

**10. INGREDIENTS DISCLOSURE SPECIAL WARNINGS AND INSTRUCTIONS:**

If requested by Buyer, Seller shall promptly furnish to Buyer in such form and detail as Buyer may direct: (a) a list of all ingredients in the goods (b) the amount of all ingredients and (c) information concerning any changes in or additions to such ingredients. Prior to and with the shipment of the goods, Seller agrees to furnish to Buyer sufficient warning and notice in writing (including appropriate labels on the goods, containers and packing) of any hazardous material that is an ingredient or a part of any of the goods, together with such special handling instructions as may be necessary to advise carriers, Buyer, and their respective employees of how to exercise that measure of care and precaution that will best prevent bodily injury or property damage in the handling, transportation, processing, use or disposal of the goods, containers and packing shipped to Buyer.

**11. INSOLVENCY:**

Buyer may immediately terminate this contract without liability to Seller in any of the following or any other comparable events: (a) insolvency of Seller (b) filing of a voluntary petition in bankruptcy by Seller (c) filing of any involuntary petition in bankruptcy against Seller (d) appointment of a receiver or trustee for Seller or (e) execution of an assignment for the benefit of creditors by Seller, provided that such petition, appointment or assignment is not vacated or nullified within 15 days of such event. Seller shall reimburse Buyer for all costs incurred by Buyer in connection with any of the foregoing, including, but not limited to, all attorneys or other professional fees.

**12. TERMINATION FOR BREACH OR NONPERFORMANCE SALE OF ASSETS OR CHANGE IN CONTROL:**

Buyer reserves the right to terminate all or any part of this contract, without liability to Seller, if Seller: (a) repudiates or breaches any of the terms of this contract, including Seller's warranties (b) fails to perform services or deliver goods as specified by Buyer (c) fails to make progress so as to endanger timely and proper completion of services or delivery of goods and does not correct such failure or breach within 10 days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Buyer specifying such failure or breach. In addition, Buyer may terminate this contract upon giving at least 60 days notice to Seller, without liability to Seller, if Seller (i) sells, or offers to sell, a material portion of its assets, or (ii) sells or exchanges, or offers to sell or exchange, or causes to be sold or exchanged, a sufficient amount of its stock that effects a change in the control of Seller.

**13. TERMINATION FOR CONVENIENCE:**

In addition to any other rights of Buyer to terminate this contract, Buyer may, at its option, immediately terminate all or any part of this contract, at any time and for any reason, by giving written notice to Seller. Upon such termination, Buyer shall pay to Seller the following amounts without duplication: (a) the contract price for all goods or services that have been completed in accordance with this contract and not previously paid for and (b) the actual costs of work-in-process and raw materials incurred by Seller in furnishing the goods or services under this contract to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting principles to the terminated portion of this contract less, however, the sum of the reasonable value or cost (whichever is higher) of any goods or materials used or sold by Seller with Buyer's written consent, and the cost of any damaged or destroyed goods or material. Buyer will make no payments for finished goods, services, work-in-process or raw materials fabricated or procured by Seller in amounts in excess of those authorized in delivery releases nor for any undelivered goods that are in Seller's standard stock or that are readily marketable. Payments made under this Paragraph shall not exceed the aggregate price payable by Buyer for finished goods or services that would be produced or performed by Seller under delivery or release schedules outstanding at the date of termination. Except as provided in this Paragraph, Buyer shall not be liable for and shall not be required to make payments to Seller, directly or on account of claims by Seller's subcontractors, for loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, or general and administrative burden charges from termination of this contract. Within 60 days from the effective date of termination, Seller shall submit a comprehensive termination claim to Buyer, with sufficient supporting data to permit Buyer's audit, and shall thereafter promptly furnish such supplemental and supporting information as Buyer shall request. Buyer or its agents shall have the right to audit and examine all books, records, facilities, work, material, inventories and other items relating to any termination claim of Seller.

**14. INTELLECTUAL PROPERTY:**

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Seller agrees: (a) to defend, hold harmless and indemnify Buyer, its successors and customers against any claims of infringement (including patent, trademark, copyright, industrial design right, or other proprietary right, or misuse or misappropriation of trade secret) and resulting damages and expenses (including attorney's and other professional fees) arising in any way in relation to the goods or services contracted, including such claims where Seller has provided only part of the goods or services. Seller expressly waives any claim against Buyer that such infringement arose out of compliance with Buyer's specification. (b) that Buyer or Buyer's subcontractor has the right to repair, reconstruct, or rebuild the specific goods delivered under this contract without payment of any royalty to Seller. (c) that parts manufactured based on Buyer's drawings and/or specifications may not be used for its own use or sold to third parties without Buyer's express written authorization. and (d) to the extent that this contract is issued for the creation of copyrightable works, the works shall be considered 'works made for hire' to the extent that the works do not qualify as 'works made for hire.' Seller hereby assigns to Buyer all right, title and interest in all copyrights and moral rights therein.

**15. TECHNICAL INFORMATION DISCLOSED TO BUYER:**

Seller agrees not to assert any claim (other than a claim for patent infringement) with respect to any technical information that Seller shall have disclosed or may hereafter disclose to Buyer in connection with the goods or services covered by this contract.

**Terms & Conditions Global 2**

**16. INDEMNIFICATION:**

If Seller performs any work on Buyers premises or utilizes the property of Buyer, whether on or off Buyers premises, Seller shall indemnify and hold Buyer harmless from and against any liability, claims, demands or expenses (including attorneys and other professional fees) for damages to the property of or injuries (including death) to Buyer, its employees or any other person arising from or in connection with Sellers performance of work or use of Buyers property, except for such liability, claim, or demand arising out of the sole negligence of Buyer.

**17. INSURANCE:**

Seller shall maintain insurance coverage with carriers acceptable to Buyer and in the amounts set forth in the Special Terms. Seller shall furnish to Buyer either a certificate showing compliance with these insurance requirements or certified copies of all insurance policies within 10 days of Buyers written request. The certificate will provide that Buyer will receive 30 days prior written notice from the insurer of any termination or reduction in the amount or scope of coverage. Sellers furnishing of certificates of insurance or purchase of insurance shall not release Seller of its obligations or liabilities under this contract.

**18. SELLERS PROPERTY:**

Unless otherwise agreed to by Buyer, Seller, at its expense, shall furnish, keep in good condition, and replace when necessary all machinery, equipment, tools, jigs, dies, gauges, fixtures, molds, patterns and other items ('Sellers Property') necessary for the production of the goods. The cost of changes to Sellers Property necessary to make design and specification changes authorized by Buyer shall be paid for by Buyer. Seller shall insure Sellers Property with full fire and extended coverage insurance for its replacement value. Seller grants Buyer an irrevocable option to take possession of and title to Sellers Property that is special for the production of the goods upon payment to Seller of its net book value less any amounts that Buyer has previously paid to Seller for the cost of such items provided, however, that this option shall not apply if Sellers Property is used to produce goods that are the standard stock of Seller or if a substantial quantity of like goods are being sold by Seller to others.

**19. BUYERS PROPERTY:**

All supplies, materials, tools, jigs, dies, gauges, fixtures, molds, patterns, equipment and other items furnished by Buyer, either directly or indirectly, to Seller to perform this contract, or for which Seller has been reimbursed by Buyer, shall be and remain the property of Buyer and held by Seller on a bailment basis (Buyers Property). Seller shall bear the risk of loss of and damage to Buyers Property. Buyers Property shall at all times be properly housed and maintained by Seller, at its expense, shall not be used by Seller for any purpose other than the performance of this contract shall be deemed to be personally shall be conspicuously marked by Seller as the property of Buyer shall not be commingled with the property of Seller or with that of a third person and shall not be moved from Sellers premises without Buyers prior written approval. Buyer shall have the right to enter Sellers premises at all reasonable times to inspect such property and Sellers records with respect thereto. Upon the request of Buyer, Buyers Property shall be immediately released to Buyer or delivered to Buyer by Seller, either (i) F.O.B. transport equipment at Sellers plant, properly packed and marked in accordance with the requirements of the carrier selected by Buyer to transport such property, or (ii) to any location designated by Buyer, in which event Buyer shall pay to Seller the reasonable costs of delivering such property to such location. When permitted by law, Seller waives any lien or other rights that Seller might otherwise have on any of Buyers Property for work performed on such property or otherwise.

**20. SERVICE AND REPLACEMENT PARTS:**

Seller will sell to Buyer goods necessary for it to fulfill its current model service and replacement parts requirements at the price(s) set forth in this contract. If the goods are systems or modules, Seller will sell the components or parts that comprise the system or module at price(s) that shall not, in the aggregate, exceed the price of the system or module less assembly costs. During the 15 year period after Buyer completes current model purchases, Seller will sell goods to Buyer to fulfill Buyers past model service and replacement parts requirements. Unless otherwise agreed to by Buyer, the price(s) during the first 3 years of this period shall be those in effect at the conclusion of current model purchases. For the remainder of this period, the price(s) for goods shall be as agreed to by the parties. When requested by Buyer, Seller shall make service literature and other materials available at no additional charge to support Buyers service part sales activities.

**21. REMEDIES:**

The rights and remedies reserved to Buyer in this contract shall be cumulative with, and additional to, all other or further remedies provided in law or equity. Without limiting the foregoing, should any goods fail to conform to the warranties set forth in Paragraph 9, Buyer shall notify Seller and Seller shall, if requested by Buyer, reimburse Buyer for any incidental and consequential damages caused by such nonconforming goods, including, but not limited to, costs, expenses and losses incurred by Buyer (a) in inspecting, sorting, repairing or replacing such nonconforming goods (b) resulting from production interruptions, (c) conducting recall campaigns or other corrective service actions, and (d) claims for personal injury (including death) or property damage caused by such nonconforming goods. If requested by Buyer, Seller will enter into a separate agreement for the administration or processing of warranty chargebacks for nonconforming goods.

**22. CUSTOMS EXPORT CONTROLS:**

Credits or benefits resulting or arising from this contract, including trade credits, export credits or the refund of duties, taxes or fees, shall belong to Buyer. Seller shall provide all information necessary (including written documentation and electronic transaction records) to permit Buyer to receive such benefits or credits, as well as to fulfill its customs related obligations, origin marking or labeling requirements and local content origin requirements, if any. Export licenses or authorizations necessary for the export of the goods shall be the responsibility of Seller unless otherwise indicated in this contract, in which event Seller shall provide such information as may be necessary to enable Buyer to obtain such licenses or

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authorization(s). Seller shall undertake such arrangements as necessary for the goods to be covered by any duty deferral or free trade zone program(s) of the country of import.

**23. SETOFF/RECOUPMENT:**

In addition to any right of setoff or recoupment provided by law, all amounts due to Seller shall be considered net of indebtedness of Seller and its affiliates/subsidiaries to Buyer and its affiliates/subsidiaries and Buyer shall have the right to setoff against or to recoup from any amounts due to Seller and its affiliates/subsidiaries from Buyer and its affiliates/subsidiaries.

**24. NO ADVERTISING:**

Seller shall not, without first obtaining the written consent of Buyer, in any manner advertise or publish the fact that Seller has contracted to furnish Buyer the goods or services covered by this contract, or use any trademarks or trade names of Buyer in Seller's advertising or promotional materials.

**25. COMPLIANCE WITH LAWS EMPLOYMENT/BUSINESS PRACTICES:**

Seller, and any goods or services supplied by Seller, shall comply with all applicable laws, rules, regulations, orders, conventions, ordinances or standards of the country(ies) of destination or that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval or certification of the goods or services, including, but not limited to, those relating to environmental matters, data protection and privacy, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. Seller further represents that neither it nor any of its subcontractors will utilize child, slaves, prisoner or any other form of forced or involuntary labor, or engage in abusive worker treatment or corrupt business practices, in the supply of goods or provision of services under this contract. At Buyer's request, Seller shall certify in writing its compliance with the foregoing. Seller shall indemnify and hold Buyer harmless from and against any liability claims, demands or expenses (including attorney's or other professional fees) arising from or relating to Seller's noncompliance.

**26. NO IMPLIED WAIVER:**

The failure of either party at any time to require performance by the other party of any provision of this contract shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of this contract constitute a waiver of any succeeding breach of the same or any other provision.

**27. NON-ASSIGNMENT:**

Unless otherwise specifically prohibited by applicable law, Seller may not assign or delegate its rights or obligations under this contract without Buyer's prior written consent.

**28. RELATIONSHIP OF PARTIES:**

Seller and Buyer are independent contracting parties and nothing in this contract shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

**29. GOVERNING LAW JURISDICTION:**

This contract is to be construed according to the laws of the country (and state/province, if applicable) from which this contract is issued as shown by the address of Buyer, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict of law provisions that would require application of another choice of law. Any action or proceedings by Buyer against Seller may be brought by Buyer in any court(s) having jurisdiction over Seller or, at Buyer's option, in the court(s) having jurisdiction over Buyer's location, in which event Seller consents to jurisdiction and service of process in accordance with applicable procedures. Any actions or proceedings by Seller against Buyer may be brought by Seller only in the court(s) having jurisdiction over the location of Buyer from which this contract is issued.

**30. SEVERABILITY:**

If any term(s) of this contract is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term(s) shall be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this contract shall remain in full force and effect.

**31. ENTIRE AGREEMENT:**

This contract, together with the attachments, exhibits, supplements or other terms of Buyer specifically referenced in this contract, constitutes the entire agreement between Seller and Buyer with respect to the matters contained in this contract and supersedes all prior oral or written representations and agreements. This contract may only be modified by a contract amendment issued by Buyer.

Mr. 3

**offener Betrag:**



sofortfällige Zahlungen gm

570600	1856000	110918	SGM557126	18	5	2.009	1.015,50	1	252	2.559,06		
570600	1856000	110951	SGM557123	18	5	2.009	1.015,50	1	252	2.559,06		
570600	1856000	109885	SGM55717	18	5	2.009	1.015,50	1	5	50,78	18.05.2009	10.287,02 €
570600	1856000	110997	SGM557612	19	5	2.009	1.015,50	1	252	2.559,06		
570600	1856000	110999	SGM557612	19	5	2.009	1.015,50	1	252	2.559,06		
570600	1856000	110999	SGM557614	19	5	2.009	1.015,50	1	252	2.559,06		
570600	1856000	110937	SGM557612	19	5	2.009	1.015,50	1	252	2.559,06	19.05.2009	12.795,30 €
570600	1856000	110937	SGM557614	19	5	2.009	1.015,50	1	252	2.559,06		
570600	1856000	110934	SGM558180	20	5	2.009	1.015,50	1	252	2.559,06		
570600	1856000	110934	SGM558182	20	5	2.009	1.015,50	1	252	2.559,06		
570600	1856000	110934	SGM558389	20	5	2.009	1.015,50	1	252	2.559,06		
570600	1856000	110936	SGM558180	20	5	2.009	1.015,50	1	252	2.559,06		
570600	1856000	110937	SGM558182	20	5	2.009	1.015,50	1	252	2.559,06		
570600	1856000	110937	SGM558389	20	5	2.009	1.015,50	2	504	5.118,12	20.05.2009	17.913,42 €
570600	1856000	110917	SGM558741	21	5	2.009	1.015,50	2	504	5.118,12		
570600	1856000	110918	SGM558741	21	5	2.009	1.015,50	2	504	5.118,12		
570600	1856000	110952	SGM558741	21	5	2.009	1.015,50	1	252	2.559,06	21.05.2009	12.795,30 €
570600	1856000	110917	SGM559293	26	5	2.009	1.015,50	2	504	5.118,12		
570600	1856000	110952	SGM559293	26	5	2.009	1.015,50	1	252	2.559,06	26.05.2009	7.677,18 €
570600	1856000	110916	SGM559730	27	5	2.009	1.015,50	2	504	5.118,12		
570600	1856000	110916	SGM559733	27	5	2.009	1.015,50	1	252	2.559,06	27.05.2009	7.677,18 €
570600	1856000	110915	SGM560192	28	5	2.009	1.015,50	3	756	7.677,18		
570600	1856000	111074	SGM560194	28	5	2.009	1.015,50	1	252	2.559,06		
570600	1856000	111075	SGM560194	28	5	2.009	1.015,50	1	252	2.559,06	28.05.2009	12.795,30 €
570600	1856000	110896	SGM561097	29	5	2.009	1.015,50	4	1008	10.236,24		
570600	1856000	110897	SGM561097	29	5	2.009	1.015,50	1	252	2.559,06		
570600	1856000	110898	SGM560588	29	5	2.009	1.015,50	3	756	7.677,18		
570600	1856000	110898	SGM561097	29	5	2.009	1.015,50	1	252	2.559,06		
570600	1856000	110899	SGM561097	29	5	2.009	1.015,50	2	504	5.118,12		
570600	1856000	110915	SGM560588	29	5	2.009	1.015,50	2	504	5.118,12		
570600	1856000	110915	SGM561097	29	5	2.009	1.015,50	1	252	2.559,06		
570600	1856000	110916	SGM561097	29	5	2.009	1.015,50	3	756	7.677,18		
570600	1856000	110917	SGM561097	29	5	2.009	1.015,50	1	252	2.559,06		
570600	1856000	110918	SGM561097	29	5	2.009	1.015,50	1	252	2.559,06		
570600	1856000	110934	SGM561097	29	5	2.009	1.015,50	1	252	2.559,06		
570600	1856000	110935	SGM561097	29	5	2.009	1.015,50	3	756	7.677,18		

sofortfällige Zahlungen gm

570600	1856000	110960	SGM550846	28	4	2.009	1.015,50	3	252	2.559,06	28.04.2009	12.795,30 €
570600	1856000	110958	SGM551306	29	4	2.009	1.015,50	3	504	5.118,12		
570600	1856000	110959	SGM551306	29	4	2.009	1.015,50	3	252	2.559,06	29.04.2009	7.677,18 €
570600	1856000	110925	SGM551701	30	4	2.009	1.015,50	3	252	2.559,06		
570600	1856000	110959	SGM551701	30	4	2.009	1.015,50	3	1.008	10.236,24	30.04.2009	12.795,30 €
570600	1856000	110925	SGM551568	1	5	2.009	1.015,50	3	252	2.559,06	01.05.2009	2.559,06 €
570600	1856000	110958	SGM552135	4	5	2.009	1.015,50	1	252	2.559,06		
570600	1856000	110958	SGM552138	4	5	2.009	1.015,50	1	252	2.559,06		
570600	1856000	110961	SGM552135	4	5	2.009	1.015,50	3	756	7.677,18		
570600	1856000	110961	SGM552138	4	5	2.009	1.015,50	3	756	7.677,18	04.05.2009	20.472,48 €
570600	1856000	110949	SGM552623	5	5	2.009	1.015,50	2	504	5.118,12		
570600	1856000	110958	SGM552621	5	5	2.009	1.015,50	1	252	2.559,06		
570600	1856000	110960	SGM552621	5	5	2.009	1.015,50	3	756	7.677,18		
570600	1856000	110960	SGM552623	5	5	2.009	1.015,50	2	504	5.118,12	05.05.2009	20.472,48 €
570600	1856000	110056	SGM553894	6	5	2.009	1.015,50	1	114	1.157,67		
570600	1856000	110949	SGM553276	6	5	2.009	1.015,50	1	252	2.559,06		
570600	1856000	110950	SGM553275	6	5	2.009	1.015,50	3	756	7.677,18		
570600	1856000	110950	SGM553276	6	5	2.009	1.015,50	1	252	2.559,06		
570600	1856000	110950	SGM553893	6	5	2.009	1.015,50	1	252	2.559,06	06.05.2009	16.512,03 €
570600	1856000	110949	SGM553769	7	5	2.009	1.015,50	2	504	5.118,12		
570600	1856000	110951	SGM553767	7	5	2.009	1.015,50	3	756	7.677,18	07.05.2009	12.795,30 €
570600	1856000	110064	SGM554807	8	5	2.009	1.015,50	1	252	2.559,06		
570600	1856000	110949	SGM554185	8	5	2.009	1.015,50	1	252	2.559,06		
570600	1856000	110950	SGM554185	8	5	2.009	1.015,50	1	252	2.559,06		
570600	1856000	110951	SGM554806	8	5	2.009	1.015,50	1	252	2.559,06		
570600	1856000	110952	SGM554806	8	5	2.009	1.015,50	1	252	2.559,06	08.05.2009	12.795,30 €
570600	1856000	110956	SGM554685	11	5	2.009	1.015,50	2	504	5.118,12	11.05.2009	5.118,12 €
570600	1856000	110997	SGM555223	12	5	2.009	1.015,50	4	1008	10.236,24		
570600	1856000	110998	SGM555225	12	5	2.009	1.015,50	1	252	2.559,06	12.05.2009	12.795,30 €
570600	1856000	110064	SGM556238	13	5	2.009	1.015,50	1	252	2.559,06		
570600	1856000	110951	SGM555695	13	5	2.009	1.015,50	1	252	2.559,06		
570600	1856000	110952	SGM556327	13	5	2.009	1.015,50	1	252	2.559,06	13.05.2009	7.677,18 €
570600	1856000	110935	SGM556671	15	5	2.009	1.015,50	1	252	2.559,06		
570600	1856000	110936	SGM556671	15	5	2.009	1.015,50	1	252	2.559,06		
570600	1856000	110937	SGM556671	15	5	2.009	1.015,50	1	252	2.559,06	15.05.2009	7.677,18 €
570600	1856000	110918	SGM557123	18	5	2.009	1.015,50	2	504	5.118,12		

sofortfällige Zahlungen gm

570600	1856000	111072	SGM544301	9	4	2.009	1.015,50	3	252	2.559,06	09.04.2009	7.677,18 €
570600	1856000	110864	SGM544650	14	4	2.009	1.015,50	3	252	2.559,06	14.04.2009	2.559,06 €
570600	1856000	110864	SGM545170	15	4	2.009	1.015,50	3	252	2.559,06		
570600	1856000	110864	SGM545170	15	4	2.009	1.015,50	3	252	2.559,06		
570600	1856000	110867	SGM545168	15	4	2.009	1.015,50	3	252	2.559,06		
570600	1856000	110867	SGM545168	15	4	2.009	1.015,50	3	252	2.559,06		
570600	1856000	111069	SGM545170	15	4	2.009	1.015,50	3	252	2.559,06		
570600	1856000	111069	SGM545170	15	4	2.009	1.015,50	3	252	2.559,06	15.04.2009	15.354,36 €
570600	1856000	110865	SGM545715	16	4	2.009	1.015,50	3	756	7.677,18		
570600	1856000	110865	SGM545715	16	4	2.009	1.015,50	3	756	7.677,18		
570600	1856000	110928	SGM545713	16	4	2.009	1.015,50	3	504	5.118,12	16.04.2009	20.472,48 €
570600	1856000	110865	SGM546265	17	4	2.009	1.015,50	3	504	5.118,12		
570600	1856000	110866	SGM546266	17	4	2.009	1.015,50	3	504	5.118,12		
570600	1856000	110866	SGM546266	17	4	2.009	1.015,50	3	504	5.118,12		
570600	1856000	110866	SGM546409	17	4	2.009	1.015,50	3	252	2.559,06		
570600	1856000	110866	SGM546409	17	4	2.009	1.015,50	3	252	2.559,06		
570600	1856000	110928	SGM546409	17	4	2.009	1.015,50	3	252	2.559,06		
570600	1856000	110928	SGM546409	17	4	2.009	1.015,50	3	252	2.559,06		
570600	1856000	111065	SGM546409	17	4	2.009	1.015,50	3	1.008	10.236,24		
570600	1856000	111065	SGM546409	17	4	2.009	1.015,50	3	1.008	10.236,24		
570600	1856000	111066	SGM546409	17	4	2.009	1.015,50	3	252	2.559,06		
570600	1856000	111067	SGM546409	17	4	2.009	1.015,50	3	252	2.559,06		
570600	1856000	111068	SGM 546266	17	4	2.009	1.015,50	3	252	2.559,06		
570600	1856000	111069	SGM546409	17	4	2.009	1.015,50	3	252	2.559,06	17.04.2009	56.299,32 €
570600	1856000	110867	SGM546864	20	4	2.009	1.015,50	3	252	2.559,06	20.04.2009	2.559,06 €
570600	1856000	110867	SGM547469	21	4	2.009	1.015,50	3	252	2.559,06		
570600	1856000	110927	SGM547480	21	4	2.009	1.015,50	3	252	2.559,06	21.04.2009	5.118,12 €
570600	1856000	110867	SGM548119	22	4	2.009	1.015,50	3	252	2.559,06		
570600	1856000	110867	SGM548121	22	4	2.009	1.015,50	3	504	5.118,12		
570600	1856000	110927	SGM548121	22	4	2.009	1.015,50	3	252	2.559,06	22.04.2009	10.236,24 €
570600	1856000	110926	SGM548727	23	4	2.009	1.015,50	3	1.512	15.354,36	23.04.2009	15.354,36 €
570600	1856000	110925	SGM549813	27	4	2.009	1.015,50	3	504	5.118,12		
570600	1856000	110927	SGM550410	27	4	2.009	1.015,50	3	756	7.677,18	27.04.2009	12.795,30 €
570600	1856000	110925	SGM550278	28	4	2.009	1.015,50	3	504	5.118,12		
570600	1856000	110927	SGM550846	28	4	2.009	1.015,50	3	252	2.559,06		
570600	1856000	110958	SGM550846	28	4	2.009	1.015,50	3	252	2.559,06		



sofortfällige Zahlungen gm

570600	1856000	110570	SGM539292	26	3	2.009	1.015,50	3	252	2.559,06		
570600	1856000	110630	SGM538911	26	3	2.009	1.015,50	3	252	2.559,06		
570600	1856000	110630	SGM538912	26	3	2.009	1.015,50	3	504	5.118,12		
570600	1856000	110632	SGM539292	26	3	2.009	1.015,50	3	252	2.559,06	26.03.2009	17.913,42 €
570600	1856000	110631	SGM539438	27	3	2.009	1.015,50	3	252	2.559,06	27.03.2009	2.559,06 €
570600	1856000	110629	SGM541001	1	4	2.009	1.015,50	3	252	2.559,06	01.04.2009	2.559,06 €
570600	1856000	111070	SGM541924	2	4	2.009	1.015,50	3	252	2.559,06	02.04.2009	2.559,06 €
570600	1856000	110631	SGM542136	3	4	2.009	1.015,50	3	252	2.559,06		
570600	1856000	110632	SGM542136	3	4	2.009	1.015,50	3	504	5.118,12		
570600	1856000	111066	SGM541684	3	4	2.009	1.015,50	3	252	2.559,06		
570600	1856000	111067	SGM41684	3	4	2.009	1.015,50	3	252	2.559,06		
570600	1856000	111068	SGM541684	3	4	2.009	1.015,50	3	252	2.559,06	03.04.2009	15.354,36 €
570600	1856000	110570	SGM542333	6	4	2.009	1.015,50	3	252	2.559,06		
570600	1856000	110570	SGM542333	6	4	2.009	1.015,50	3	252	2.559,06		
570600	1856000	110631	SGM542682	6	4	2.009	1.015,50	3	252	2.559,06		
570600	1856000	110632	SGM542682	6	4	2.009	1.015,50	3	252	2.559,06		
570600	1856000	110928	SGM545713	6	4	2.009	1.015,50	3	504	5.118,12		
570600	1856000	111071	SGM542332	6	4	2.009	1.015,50	3	252	2.559,06		
570600	1856000	111072	SGM542333	6	4	2.009	1.015,50	3	252	2.559,06		
570600	1856000	111072	111072	6	4	2.009	1.015,50	3	252	2.559,06	06.04.2009	23.031,54 €
570600	1856000	111066	SGM543249	7	4	2.009	1.015,50	3	504	5.118,12		
570600	1856000	111067	SGM542920	7	4	2.009	1.015,50	3	252	2.559,06		
570600	1856000	111067	SGM543249	7	4	2.009	1.015,50	3	252	2.559,06		
570600	1856000	111068	SGM543249	7	4	2.009	1.015,50	3	252	2.559,06		
570600	1856000	111069	SGM542920	7	4	2.009	1.015,50	3	252	2.559,06		
570600	1856000	111070	SGM542920	7	4	2.009	1.015,50	3	252	2.559,06		
570600	1856000	111072		7	4	2.009	1.015,50	3	504	5.118,12	07.04.2009	23.031,54 €
570600	1856000	111067	SGM543493	8	4	2.009	1.015,50	3	252	2.559,06		
570600	1856000	111068	SGM543491	8	4	2.009	1.015,50	3	252	2.559,06		
570600	1856000	111068	SGM543491	8	4	2.009	1.015,50	3	252	2.559,06		
570600	1856000	111070	SGM543493	8	4	2.009	1.015,50	3	504	5.118,12		
570600	1856000	111070	SGM54393	8	4	2.009	1.015,50	3	504	5.118,12		
570600	1856000	111071	SGM543493	8	4	2.009	1.015,50	3	504	5.118,12		
570600	1856000	111071	SGM543493	8	4	2.009	1.015,50	3	504	5.118,12		
570600	1856000	111066	SGM544302	9	4	2.009	1.015,50	3	252	2.559,06	08.04.2009	28.149,66 €
570600	1856000	111069	SGM544302	9	4	2.009	1.015,50	3	252	2.559,06		

sofortfällige Zahlungen gm

570600	1856000	110233	SGM535527	18	3	2.009	1.015,50	3	252	2.559,06		
570600	1856000	110348	SGM535527	18	3	2.009	1.015,50	3	252	2.559,06		
570600	1856000	110349	SGM535527	18	3	2.009	1.015,50	3	252	2.559,06	18.03.2009	10.236,24 €
570600	1856000	110579	SGM536052	19	3	2.009	1.015,50	3	252	2.559,06		
570600	1856000	110998	SGM536052	19	3	2.009	1.015,50	3	252	2.559,06	19.03.2009	5.118,12 €
570600	1856000	110321	SGM536588	20	3	2.009	1.015,50	3	504	5.118,12		
570600	1856000	110322	SGM536588	20	3	2.009	1.015,50	3	252	2.559,06		
570600	1856000	110322	SGM536590	20	3	2.009	1.015,50	3	504	5.118,12		
570600	1856000	110621	SGM536293	20	3	2.009	1.015,50	3	252	2.559,06		
570600	1856000	110622	SGM536293	20	3	2.009	1.015,50	3	252	2.559,06		
570600	1856000	110998	SGM536293	20	3	2.009	1.015,50	3	252	2.559,06		
570600	1856000	110999	SGM536293	20	3	2.009	1.015,50	3	252	2.559,06		
570600	1856100	109885	SGM536831	23	3	2.009	1.015,50	3	504	5.118,12		
570600	1856100	110064	SGM536831	23	3	2.009	1.015,50	3	504	5.118,12		
570600	1856000	110567	SGM536830	23	3	2.009	1.015,50	3	504	5.118,12		
570600	1856000	110997	SGM536830	23	3	2.009	1.015,50	3	252	2.559,06		
570600	1856000	110997	SGM537104	23	3	2.009	1.015,50	3	1.008	10.236,24		
570600	1856000	110998	SGM536830	23	3	2.009	1.015,50	3	252	2.559,06		
570600	1856000	110998	SGM537104	23	3	2.009	1.015,50	3	252	2.559,06		
570600	1856000	110999	SGM537103	23	3	2.009	1.015,50	3	504	5.118,12	23.03.2009	36.263,51 €
570600	1856000	110567	SGM537515	24	3	2.009	1.015,50	3	252	2.559,06		
570600	1856000	110568	SGM537515	24	3	2.009	1.015,50	3	504	5.118,12		
570600	1856000	110568	SGM537748	24	3	2.009	1.015,50	3	756	7.677,18		
570600	1856000	110569	SGM537515	24	3	2.009	1.015,50	3	504	5.118,12		
570600	1856000	110630	SGM537515	24	3	2.009	1.015,50	3	252	2.559,06		
570600	1856000	110997	SGM537748	24	3	2.009	1.015,50	3	252	2.559,06		
570600	1856000	110998	SGM537748	24	3	2.009	1.015,50	3	252	2.559,06		
570600	1856000	110999	SGM537515	24	3	2.009	1.015,50	3	252	2.559,06	24.03.2009	30.708,72 €
570600	1856000	110567	SGM538147	25	3	2.009	1.015,50	3	252	2.559,06		
570600	1856000	110569	SGM538147	25	3	2.009	1.015,50	3	252	2.559,06		
570600	1856000	110569	SGM538733	25	3	2.009	1.015,50	3	252	2.559,06		
570600	1856000	110570	SGM538147	25	3	2.009	1.015,50	3	252	2.559,06		
570600	1856000	110570	SGM538733	25	3	2.009	1.015,50	3	252	2.559,06		
570600	1856000	110630	SGM538262	25	3	2.009	1.015,50	3	504	5.118,12	25.03.2009	17.913,42 €
570600	1856000	110567	SGM539292	26	3	2.009	1.015,50	3	252	2.559,06		
570600	1856000	110569	SGM538912	26	3	2.009	1.015,50	3	252	2.559,06		

12.06.2009

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SeidelKD

sofortfällige Zahlungen gm


570600	1856000	110584	SGM531969	9	3	2.009	1.015,50	3	252	2.559,06	09.03.2009	25.590,60 €
570600	1856000	110584	SGM531970	9	3	2.009	1.015,50	3	252	2.559,06		
570600	1856000	110233	SGM532667	10	3	2.009	1.015,50	3	252	2.559,06		
570600	1856000	110321	SGM532667	10	3	2.009	1.015,50	3	252	2.559,06		
570600	1856000	110348	SGM532667	10	3	2.009	1.015,50	3	252	2.559,06		
570600	1856000	110350	SGM532667	10	3	2.009	1.015,50	3	252	2.559,06		
570600	1856000	110578	SGM532428	10	3	2.009	1.015,50	3	504	5.118,12		
570600	1856000	110579	SGM532428	10	3	2.009	1.015,50	3	252	2.559,06		
570600	1856000	110583	SGM532667	10	3	2.009	1.015,50	3	252	2.559,06		
570600	1856000	110584	SGM532428	10	3	2.009	1.015,50	3	504	5.118,12	10.03.2009	25.590,60 €
570600	1856000	110233	SGM532899	11	3	2.009	1.015,50	3	504	5.118,12		
570600	1856000	110233	SGM533133	11	3	2.009	1.015,50	3	252	2.559,06		
570600	1856000	110319	SGM533133	11	3	2.009	1.015,50	3	252	2.559,06		
570600	1856000	110321	SGM532899	11	3	2.009	1.015,50	3	252	2.559,06		
570600	1856000	110348	SGM533133	11	3	2.009	1.015,50	3	252	2.559,06		
570600	1856000	110578	SGM532899	11	3	2.009	1.015,50	3	252	2.559,06		
570600	1856000	110583	SGM532899	11	3	2.009	1.015,50	3	252	2.559,06	11.03.2009	20.472,48 €
570600	1856000	110162	SGM533379	12	3	2.009	1.015,50	3	252	2.559,06		
570600	1856000	110195	SGM533379	12	3	2.009	1.015,50	3	252	2.559,06		
570600	1856000	110225	SGM533379	12	3	2.009	1.015,50	3	504	5.118,12		
570600	1856000	110349	SGM533379	12	3	2.009	1.015,50	3	252	2.559,06	12.03.2009	12.795,30 €
570600	1856000	110225	SGM533920	13	3	2.009	1.015,50	3	252	2.559,06		
570600	1856000	110322	SGM533637	13	3	2.009	1.015,50	3	252	2.559,06		
570600	1856000	110348	SGM533637	13	3	2.009	1.015,50	3	252	2.559,06		
570600	1856000	110348	SGM533920	13	3	2.009	1.015,50	3	252	2.559,06		
570600	1856000	110349	SGM533637	13	3	2.009	1.015,50	3	252	2.559,06		
570600	1856000	110621	SGM533920	13	3	2.009	1.015,50	3	252	2.559,06		
570600	1856000	110622	SGM533637	13	3	2.009	1.015,50	3	504	5.118,12	13.03.2009	20.472,48 €
570600	1856000	109803	SGM534705	16	3	2.009	1.015,50	3	252	2.559,06		
570600	1856000	110164	SGM534466	16	3	2.009	1.015,50	3	252	2.559,06		
570600	1856000	110225	SGM534466	16	3	2.009	1.015,50	3	504	5.118,12		
570600	1856000	110349	SGM534705	16	3	2.009	1.015,50	3	252	2.559,06	16.03.2009	12.795,30 €
570600	1856000	110164	SGM534998	17	3	2.009	1.015,50	3	252	2.559,06		
570600	1856000	110322	SGM534998	17	3	2.009	1.015,50	3	252	2.559,06		
570600	1856000	110350	SGM534998	17	3	2.009	1.015,50	3	252	2.559,06	17.03.2009	7.677,18 €
570600	1856000	110151	SGM535527	18	3	2.009	1.015,50	3	252	2.559,06		

sofort fällige gemäß neuer Vereinbarung													
		Werk-5		Kundenlagerabgänge				13.05.2009		1			
Kunden	Artikel	Rechn.	Ent.	Lieferschein	Tag	Ent. Mon.	Ent. Jahr	E-Preis	ME	Off.	Betrag	Ent. S	Summe
												Fälligkeit	Fälligkeit
570600	1856000	110133	SGM530370	3	3	2009	1.015,50	3	252	2.559,06			
570600	1856000	110151	SGM530370	3	3	2009	1.015,50	3	252	2.559,06			
570600	1856000	110234	SGM530371	3	3	2009	1.015,50	3	252	2.559,06			
570600	1856000	110621	SGM530185	3	3	2009	1.015,50	3	756	7.677,18			
570600	1856000	110622	SGM530185	3	3	2009	1.015,50	3	252	2.559,06	03.03.2009	17.913,42 €	
570600	1856000	110028	SGM530722	4	3	2009	1.015,50	3	252	2.559,06			
570600	1856000	110151	SGM530722	4	3	2009	1.015,50	3	252	2.559,06			
570600	1856000	110163	SGM530362	4	3	2009	1.015,50	3	252	2.559,06			
570600	1856000	110545	SGM530720	4	3	2009	1.015,50	3	252	2.559,06			
570600	1856000	110546	SGM530722	4	3	2009	1.015,50	3	504	5.118,12			
570600	1856000	110548	SGM530720	4	3	2009	1.015,50	3	252	2.559,06			
570600	1856000	110622	SGM530362	4	3	2009	1.015,50	3	504	5.118,12	04.03.2009	23.031,54 €	
570600	1856000	110233	SGM531189	5	3	2009	1.015,50	3	252	2.559,06			
570600	1856000	110350	SGM531372	5	3	2009	1.015,50	3	252	2.559,06			
570600	1856000	110546	SGM531189	5	3	2009	1.015,50	3	756	7.677,18			
570600	1856000	110546	SGM531190	5	3	2009	1.015,50	3	252	2.559,06			
570600	1856000	110547	SGM531190	5	3	2009	1.015,50	3	252	2.559,06			
570600	1856000	110548	SGM531189	5	3	2009	1.015,50	3	252	2.559,06			
570600	1856000	110548	SGM531372	5	3	2009	1.015,50	3	756	7.677,18	05.03.2009	28.149,66 €	
570600	1856000	110545	SGM531546	6	3	2009	1.015,50	3	504	5.118,12			
570600	1856000	110547	SGM531545	6	3	2009	1.015,50	3	504	5.118,12			
570600	1856000	110547	SGM531546	6	3	2009	1.015,50	3	756	7.677,18			
570600	1856000	110548	SGM531546	6	3	2009	1.015,50	3	252	2.559,06			
570600	1856000	110584	SGM531545	6	3	2009	1.015,50	3	252	2.559,06	06.03.2009	23.031,54 €	
570600	1856000	110163	SGM531745	7	3	2009	1.015,50	3	252	2.559,06			
570600	1856000	110583	SGM531745	7	3	2009	1.015,50	3	504	5.118,12			
570600	1856000	110584	SGM531745	7	3	2009	1.015,50	3	252	2.559,06	07.03.2009	10.236,24 €	
570600	1856000	110349	SGM531970	9	3	2009	1.015,50	3	252	2.559,06			
570600	1856000	110545	SGM531969	9	3	2009	1.015,50	3	252	2.559,06			
570600	1856000	110578	SGM532214	9	3	2009	1.015,50	3	504	5.118,12			
570600	1856000	110579	SGM532214	9	3	2009	1.015,50	3	504	5.118,12			
570600	1856000	110583	SGM531969	9	3	2009	1.015,50	3	504	5.118,12			

gmlagerbewegungen

Mr. 5

CEVA Lagerbewegungen GM					
KW/Monat	Zugang	Abgang	Bestand		
Jan 08	350	350	0		
Mrz 08	408	72	336		
Apr 08	7396	4708	3024		
Mai 08	26236	11680	17580		
Jun 08	26428	24618	19390		
Jul 08	22932	16884	25438		
Aug 08	25956	16534	34860		
Sep 08	32935	21373	46422		
40.08	0	11844	34578		
41.08	10301	17964	26915		
42.08	12600	9576	29939		
43.08	16752	11088	35603		
44.08	14868	16632	33839		
45.08	15120	12720	36239		
46.08	8316	12348	32207		
47.08	10632	12348	30491		
48.08	15624	10584	35531		
49.08	18144	12777	40898		
50.08	16884	20678	37104		
51.08	11952	12348	36708		
52.08	7560	252	44016		
02.09	1260	10080	35196		
03.09	16380	10332	41244		
04.09	18396	7812	51828		
05.09	6440	6300	51968		
06.09	6048	8568	49448		
07.09	14664	9072	55040		
08.09	7392	4788	57644		
09.09	6552	7305	56891		
10.09	0	12348	44543		
11.09	0	11844	32699		
12.09	15120	6300	41519		
13.09	10080	12139	39460		
14.09	6048	4788	40720		
15.09	24192	9072	55840		
16.09	12096	9072	58864		
17.09	7308	8568	57604		
18.09	0	5544	52060		
19.09	12096	8178	55978		
20.09	26712	3276	79414		
21.09	2520	5297	76637		
22.09	504	11340	65801		
23.09	383	1260	64924		
	495585	430661	64924		
			Bestand mal Einzelpreis 10,155 €		
				659.303,22 €	

	<b>Finanz- und Rechnungswesen</b>	<u>Nr. 6</u>
von:	Seidel	Datum: 12.06.2009
an:	Herrn Winkelmann	

**GM Warenbestände in Legnica**

Flexplate GEN 4, Artikel-Nr. 12606620

71.316 Stück, Einzelpreis 10,115

Summe: 721.361,34 €

Flexplate GEN 4, Artikel-Nr. 12622564

756 Stück, Einzelpreis 10,115

Summe: 7.646,94 €

Flexplate GEN 4, Artikel-Nr. 12606620

bis zu 21 Auswuchtlöcher (Kundendienstteile)

2.520 Stück, Einzelpreis 10,115

Summe: 25.489,80 €

<b>Gesamt:</b>	<b>754.498,08 €</b>
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